

REQUEST FOR PROPOSALS (RFP)

COUNTY OF SAN BERNARDINO HUMAN SERVICES SYSTEM PRESCHOOL SERVICES DEPARTMENT

OFFICE/CLASSROOM BUILDING IN UPLAND

GENERAL INFORMATION

The County of San Bernardino has a requirement for the Preschool Services Department (PSD) for office/classroom space with sufficient playground area in the Upland area. The desired occupancy date is September 1, 2004, or sooner.

The County is accepting proposals for the lease of approximately 9,687 square foot build-to-suit building or a modified existing building and approximately 9,000 square feet of playground area.

The facility is preferred, but not required, to be located within the area shown on the attached map. The preferred area is north of 7th Street, east of Central Avenue, west of Grove Avenue and south of Baseline (16th) Street in Upland.

General specifications for the building are attached. The square footage requirement is estimated to be approximately 9,687 square feet. The facility may be an existing building modified to meet the general specifications or a build-to-suit. The actual square footage and floor plan will vary depending on the layout of the various facilities under consideration. A free-standing, single tenant, building is preferred but not required.

The facility will be utilized for office/classroom space with sufficient playground area by the Preschool Services Department. The desired number of parking spaces is fifty-four (54) (23 employee, 30 public and secured parking for 1 County vehicle). The facility must comply with the Americans with Disabilities Act.

The initial term of the lease is preferred to be ten years, with options extending the term for up to twenty years.

The successful Proposer will be expected to: provide a project location; provide a licensed architect and complete plans for modification or construction; obtain all applicable government approvals for modification or construction of a building; construct the building and/or improvements; enter into a lease agreement with the County of San Bernardino; and maintain the facility.

It is the County's intent that the contractual relationship between the Proposer and the County shall be substantially as set forth in the attached sample lease agreement. In developing the proposal,

the Proposer should carefully review the agreement to take into consideration the rights, obligations, and costs associated therewith. For example, in the event the Proposer intends to contract for the construction of any portions of the improvements outlined in the attached General Specifications, the Proposer should review Paragraph 41, LANDLORD'S IMPROVEMENTS, and take into account the applicable portions of Labor Code Section 1720.2 and 1770 et seq regarding general prevailing wage. **Any change in the agreement which the Proposer desires, must be specified in the proposal.**

This is not a solicitation of bids. The County reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications for the facility; to modify any part of the RFP; or to issue a new RFP. The County assumes no responsibility or liability for the accuracy of any information set forth in maps, reports, or other documents/materials provided for the Proposer's use in developing their proposal. The Proposer assumes all liability in the use of such information in developing their proposal. The County of San Bernardino assumes no responsibility or liability for costs incurred by the Proposer in the preparation of a proposal and response to this RFP. Materials submitted in connection with this RFP are for the exclusive use of the County of San Bernardino. All proposals will become the property of the County and will not be subject to return. All information contained therein shall be subject to public disclosure under the California Public Records Act, Government Code section 6250 and following. Except as provided below, submission of the proposal shall be deemed to be a waiver of any exemption or exception to disclosure that the Proposer may otherwise have.

The Proposer is responsible for making all necessary investigations and examinations of documents affecting performance. Failure to do so will not act to relieve any condition of the sample agreement or the documents. It is mutually agreed that the submission of a proposal shall be considered conclusive evidence that the Proposer has made such investigations and examinations.

Any reasonable inquiry to determine the responsibility of a Proposer may be conducted by the County. The submission of a proposal shall constitute permission by the Proposer for the County to verify all information contained therein. If the County deems it necessary, additional information may be requested from the Proposer. Failure to comply with any such request may disqualify a Proposer from further consideration. Such additional information may include evidence of financial ability to perform, for example, tax returns, bank statements, etc. All financial information submitted in response to request for financial data is subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 and following. In the event the County receives a request for the disclosure of any such information, prior to the release of any such information, the County will contact the Proposer and will not release the information if the Proposer, within five (5) days of receipt of notice of the disclosure request, requests non-disclosure, provides County a legally sound basis for non-disclosure and agrees to indemnify, defend and hold harmless the County in any action brought to disclose such information. The Proposer, by submitting such information, agrees that the failure of County to contact the Proposer prior to the release of such information will not be a basis for liability by County or any County employee to Proposer.

The County, their agents, officers, volunteers, and employees, shall not be liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person, caused by or resulting from any acts, errors or omissions of the Proposer or the Proposer's agents, employees, or representatives.

INSTRUCTIONS TO PROPOSERS

I. Proposals deemed responsive to this RFP:

A Proposer's response to the RFP must be made according to the specifications set forth in this section, both for content and sequence.

Proposers must present evidence, satisfactory to the County, indicative of their ability to design, construct, finance, operate and maintain the specified facilities. Proposers must include the following information in sequence.

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II. The following is a list of items that must accompany the proposal:

- A. Name of Proposer exactly as it will appear on the agreement.
- B. Address of Proposer for purposes of notice or other communication relating to the proposal.
- C. Contact Person.
- D. Telephone number of Proposer.
- E. Type of ownership the Proposer intends to operate the business which this proposal is concerned, e.g.: a sole proprietorship; Partnership; Corporation; Joint Venture, names of all partners, officers, etc., and who has the authority to sign the lease agreement.
- F. Proposed method of financing the development and/or modifications.
- G. The selected Proposer may be required to provide financial information to evidence ability to perform (for example, tax returns, bank statements, etc.).
- H. Proposer's Experience.
- I. References.

J. Description of the Proposed Site and Building.

A complete description of the site and building including; location, the proximity in terms of time and distance to major arterial streets, major highways and freeways and public transportation; the building type (design), the site (zoning, lot size, configuration, setbacks, expansion space available if any); parking (number, location, lighting, security) and additional general information regarding the site such as aesthetic considerations, features of the property and any other details of the site that have not been addressed. Proposers should include how any existing building will be modified to meet the general specifications.

K. Provide proof of ownership of the site or other documentation showing Proposer's control of the proposed site sufficient to enter into the contemplated lease with the County.

L. Provide lease terms and any limited or conditional factors affecting the property. Include the cost per square foot for a turnkey full service lease (building only), annual adjustment requested, if any, for the initial term and options to extend. (County prefers a ten (10) year initial term and two (2) five-year options to extend). The cost per square foot figure must include a breakdown of operating expenses and landlord improvements. **The cost per square foot amount you provide should be your lowest and best offer.** Proposers are requested to include in their proposal their lowest cost per square foot amount under both of the following two different assumptions:

1. The lease agreement will include Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE; and,
2. The lease agreement will NOT include Paragraph 40, COUNTY'S RIGHT TO TERMINATE LEASE.

Proposer's may submit a proposal with their lowest cost per square foot amount for only one of the two assumptions, but should specify clearly which assumption is being priced and that the Proposer does not desire to submit an amount under the other assumption.

NOTE: Landlord improvements are only those Improvements to the Basic Building provided by the landlord to meet the specific needs of the County department that will occupy the building. Landlord Improvements are normally considered only for items from the floor to the ceiling and within the interior walls. Proposers shall specify in detail any and all Improvements to be made which they request to be treated as Landlord Improvements qualifying for reimbursement in the event of a termination by County.

The County does not pay interest on the reimbursable Landlord Improvement costs. The County considers the following types of items are NOT reimbursable Landlord Improvements and are NOT reimbursable in the event of termination by County Under Paragraph 40c, COUNTY'S RIGHT TO TERMINATE LEASE:

- Demolition.
- Dump/cleanup fees.
- Replacement or installation of HVAC units.
- Fire sprinklers, extensions and heads.
- Fire alarm systems and extinguishers.
- Asbestos or hazardous material removal.
- Cost to improve property to conform to current building, health, safe and code requirements.
- Architectural/engineering fees.
- Building permits.
- Repair or reconfigure of an existing parking lot.
- Roof.
- Exterior windows.
- Landscaping.
- Similar items, since this list is not intended to be all inclusive of non-reimbursable Landlord Improvements.

Failure of Proposer to specify Improvements qualifying for reimbursement shall mean that the County shall make no reimbursement for any Improvements in the event of such early termination by County.

- M. Provide estimated development schedule. Desired, but not mandatory, occupancy date is September 1, 2004 or sooner.
- N. The proposal must be made by the Proposer or by an agent bearing a notarized authorization or power of attorney signed by the Proposer authorizing the agent to act in the Proposer's behalf.

If the proposal is made by an individual, it shall be signed with the full name of the Proposer, and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by an authorized partner. If it is made by a joint venture, it shall be signed by the authorized representative of the joint venture. If it is made by a corporation, it shall be signed by the authorized agent for the corporation.

- O. Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated

county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. Failure to provide this information may result in the response to the request for proposal being deemed non-responsive. The information should be submitted in the form of Exhibit "C", LIST OF FORMER COUNTY OFFICIALS, attached to the sample lease agreement.

P. The proposal must be submitted as follows:

- 1) Provide seven (7) copies of the proposal in a sealed envelope marked "RFP – Upland – Preschool Services Department".
- 2) Include name, address and daytime phone number of Proposer (or authorized agent) on the envelope.
- 3) The package may be sent by certified mail or hand delivered, but **must arrive** not later than 4:00 p.m., July 1, 2003, to Real Estate Services, 825 East Third Street, Room 207, San Bernardino, CA 92415-0832.

It is the sole responsibility of the Proposer to see that his/her proposal is completed and received in proper time. Proposals received after the deadline may be rejected.

III. Proposal Evaluation and Selection:

A. Evaluation Process: All Proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria:

- 1) Initial Review: All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.

However, no proposal shall be rejected if it contains only a minor irregularity, defect or variation, provided the minor irregularity, defect or variation is considered by the County to be immaterial or inconsequential, and allowing the Proposer to remedy the minor irregularity, defect or variation will not give the Proposer an unfair advantage over other Proposers. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

- 2) Evaluation: Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Location/Public Accessibility.
 - b. Costs to County.
 - c. Building Structure/Site Development.
 - d. Length of Term.
 - e. Proposer's Experience/Ability to Finance.

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

- 3) Lease Award: A lease will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become lease obligations. Failure to accept these obligations in a lease agreement may result in cancellation of the award. The County reserves the right to negotiate any proposed term(s) with the selected Proposer prior to lease award.
- 4) Protests: Proposers may protest the recommended award, provided the protest is in writing, clearly identifies the RFP, is delivered to the address listed above for proposal submission, and submitted within five (5) calendar days of the date of the notification of intent to award.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Assistant County Administrative Officer.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within

fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

- 5) Final Approval: Proposer acknowledges any lease resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors, and that unless and until such approval by the Board, there is no binding obligation by the County, and any action by the Proposer taken prior to such approval is at the Proposer's sole risk.
- 6) Inaccuracies or Misrepresentations: If in the course of the RFP process or in the administration of a resulting lease, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a lease has been awarded, the lease may be immediately terminated.

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